dam Casualty Co., supra. But this does not change the test as to what constitutes good health. *Goucher* v. *Northwest Traveling Men's Ass'n*, 20 Fed. 596. See *Rasicot* v. *Royal Neighbors of America, supra; McDermott* v. *Modern Woodmen of America, supra.* And the same test applies where there is no warranty, but the contract is conditioned upon the good health of the insured at the time of the delivery of the policy. *Barnes* v. *Fidelity Mutual Life Ass'n, supra; Manhattan Life Ins. Co.* v. *Carder, supra.* But where, as in the principal case, the answers are mere representations, or where they are stated to be true to the best of the applicant's belief, or some equivalent expression is used, none but a material or fraudulent misstatement avoids the policy. *Hann* v. *National Union*, 97 Mich. 513, 56 N. W. 834, 37 Am. St Rep. 365. But see *Maine Benefit Ass'n* v. *Parks, supra.* And where certain diseases are admitted in answers to specific questions concerning them, those diseases do not constitute a breach of a contemporaneous warranty of sound health. See *Metropolitan Life Ins. Co.* v. *Rutherford*, 95 Va. 773, 30 S. E. 383. A warranty of the applicant's good health made by a person other than the applicant necessarily means good health as evidenced by ordinary observation of outward appearance. *Grattan* v. *Metropolitan Life Ins. Co.*, 92 N. Y. 274, 44 Am. Rep. 372.

When the statement of good health is in an application for a renewal of an expired policy, it is to be construed by the standard applied to the original application. See *Massachusetts Benefit Life Ass'n* v. *Robinson*, 104 Ga. 256, 30 S. E. 918, 42 L. R. A. 261; *Peacock* v. *New York Life Ins. Co.*, 20 N. Y. 293. A slight illness between the lapsing of a policy and the reinstatement of the insured, which leaves no permanent effects, is not a breach of a warranty of sound health made at the time of reinstatement. *French* v. *Mutual Reserve Fund Life Ass'n*, 111 N. C. 391, 16 S. E. 427, 32 Am. St. Rep. 803. In any case, the burden of proof of the falsity is on the insurance company, and the mere fact that the insured was taken sick and died soon after the application was made does not necessarily raise a presumption that the representation was false. *Eclectic Life Ins. Co.* v. *Fahrenkrug*, 68 Ill. 463.

INSURANCE—ORAL RENEWAL—PROVISIONS OF OLD POLICY LIMITING AGENT'S AUTHORITY.—An insurance agent made an oral contract with the plaintiff to renew his policy, which was about to expire. The first policy contained limitations on the agent's authority which the defendant claimed should have been notice to the plaintiff, although the company informed the plaintiff that their agent was able to see to his interests. *Held*, the provisions limiting the agent's authority have no application to the agreement to renew. *National Live Stock Ins. Co.* v. *Cramer* (Ind.), 114 N. E. 427.

An agreement to renew means to renew upon the terms and provisions of the existing policy, where no change is mentioned. *Hay* v. *Star Fire Ins. Co.*, 77 N. Y. 235, 33 Am. Rep. 607. See *Western Assurance Co.* v. *McAlpin*, 23 Ind. App. 220, 55 N. E. 119; *Commercial Fire Ins. Co.* v. *Morris*, 105 Ala. 498, 18 South. 34. And even where the renewal is evidenced by a writing, although this may be considered a

new contract, the terms should still be the same as those of the old policy, unless a change is mentioned. *Hay* v. *Star Fire Ins. Co., supra.* See *Orient Ins. Co.* v. *Wingfield,* 49 Tex. Civ. App. 202, 108 S. W. 788. This is true whether the writing be a mere renewal slip not containing a copy of the various terms of the contract or an actual reissuance of the policy. *Hartford Fire Ins. Co.* v. *Walsh,* 54 Ill. 164, 5 Am. Rep. 115; *Corporation of London Assurance* v. *Paterson,* 106 Ga. 538, 32 S. E. 650. Conditions inserted in insurance policies by parties fully able to contract, although they may be burdensome, should be given full effect. *Hartford Fire Ins. Co.* v. *Walsh, supra.* Therefore, it would seem, on principle, that limitations on the agent's authority should be imported into the renewal, and should be given as much force against the insured as any other terms of the policy; although it has been held that limitations on the authority of a sub-agent contained in the application for the original policy are not imported into a renewal of that policy by the same agent who, in the meantime, has become a general agent of the company with apparent authority to issue renewals. *Brown* v. *Home Ins. Co.,* 82 Kan. 442, 108 Pac. 824. However, a change in the terms of the new policy without notice to the insured is sufficient bad faith to justify a reformation of the policy by a court of equity. *Hay* v. *Star Fire Ins. Co., supra.* In the principal case it seems that the fact that the company informed the insured that its agent could look after his interest, knowing at the time that he wanted to have the old policy renewed, would be sufficient to estop the company, and the decision may be justified on that ground. See *Zell* v. *Herman Farmers' Mut. Ins. Co.,* 75 Wis. 521, 44 N. W. 828.

INTOXICATING LIQUORS—UNLAWFUL SALE—PURCHASING AS AGENT FOR ANOTHER.—The defendant, acting as the agent of the prosecuting witness and at his request, purchased liquor for him. The purchase was made in good faith with money furnished by the prosecuting witness, and not as a subterfuge for the purpose of evading a local option statute providing punishment for the sale of intoxicating liquor in that county. *Held,* the defendant is not guilty of violating the statute. *State* v. *Provencher* (Minn.), 160 N. W. 673.

The great weight of authority is to the effect that one who acts as the agent of another in purchasing intoxicating liquor is not guilty of making a sale within the meaning of a prohibition local option statute. See *Ito* v. *State,* 114 Minn. 426, 131 N. W. 469, 35 L. R. A. (N. S.) 619, Ann. Cas. 1912C, 631, 633; *Lafrentz* v. *State,* 57 Tex. Crim. Rep. 464, 125 S. W. 32, 29 L. R. A. (N. S.) 743; *Hiers* v. *State,* 52 Fla. 25, 41 South. 881. But the agent must have no interest in the sale as owner of the intoxicants, as the owner's agent or as participant in the proceeds of the sale. *Ito* v. *State, supra.* See *Campbell* v. *State,* 37 Tex. Crim. Rep. 572, 40 S. W. 282; *Dale* v. *State,* 90 Ark. 579, 120 S. W. 389. The question of the existence of the agency and of the agent's good faith is for the jury to decide. *Winslow* v. *State* (Tex.), 98 S. W. 241. And even though the agent advances the purchase price after having himself solicited the order, this does not make him the seller of the liquor. *Whitmore* v. *State,* 72 Ark. 14, 77 S. W. 598.